

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONO
AND
MONO COUNTY PARAMEDIC RESCUE
ASSOCIATION

(January 1, 2005, through December 31, 2008)



ARTICLE 1. PARTIES; DEFINITIONS; PURPOSE

A. Parties

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Paramedic Rescue Association (hereinafter "Association") which is the employee bargaining unit further defined in Article 4 of this MOU.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

- (1) "ASSOCIATION" means the Mono County Paramedic Rescue Association, a recognized employee bargaining unit representing all probationary and permanent Mono County Emergency Medical Technicians (EMT's) and Paramedics who are not covered by MOU's between Mono County and other Mono County employee bargaining units. To the extent that the County in the future modifies the job titles and descriptions for those positions in order to better meet certain Fair Labor Standards Act (F.L.S.A.) overtime exemption requirements, as described more fully below in Article 32 (Job Descriptions), such job titles shall supersede the job titles set forth in this MOU and the ASSOCIATION will be deemed to represent all covered employees with those job titles.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County EMT's and Paramedics who are not members of any other recognized bargaining unit, and who are not "temporary employees" as that term is defined in Mono County Code Section 2.68.020(27). All covered employees are covered by the terms of this MOU.
- (4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.

C. Purpose

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understandings reached by the ASSOCIATION and the

COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and members of the ASSOCIATION prior to its execution and implementation.

ARTICLE 2. RECITALS; FINDINGS

- A. All pre-existing agreements between the COUNTY and the ASSOCIATION expired on or prior to December 31, 2004. Since that time, the parties have negotiated in good faith in an attempt to reach a new agreement on salary, benefits, working conditions, and other pertinent matters.**
- B. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to insure continuous efficient emergency medical services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable emergency medical personnel in this county. To those ends, the Board finds that this MOU is necessary for the health, safety and welfare of the people.**
- C. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2005, to and including December 31, 2008.**
- D. It is the purpose of this MOU to set forth the understanding and agreements reached by the parties. The COUNTY in good faith acknowledges all rights of the ASSOCIATION under the Meyers-Milias-Brown Act (MMBA).**
- E. Whereas, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.**

ARTICLE 3. TERM; RENEGOTIATION

The provisions of this MOU are retroactive to and shall be effective from and after January 1, 2005, unless otherwise specified. This MOU shall expire at 12:00 midnight on December 31, 2008, except as otherwise provided by state law. The parties shall begin negotiations for a successor MOU at least six (6) months prior to the expiration of this MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous recognition of the ASSOCIATION as the exclusive bargaining unit legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 5. ASSOCIATION RIGHTS

The COUNTY recognizes all legal rights of all employees covered by this MOU, including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights

expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act. The COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed, or religion, and in accordance with all applicable State and Federal laws.

ARTICLE 6. HEALTH CARE AND DISABILITY BENEFITS

A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.

B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.

C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance.

D. The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) per employee per month for medical insurance.

E. **Disability Insurance**

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. If the Association desires its own disability insurance coverage, the COUNTY will contribute its current cost of SDI coverage toward such alternative coverage. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

(1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 9); and

(2) The medical portion of Social Security.

F. **Health Care Coverage for Retirees**

(1) The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.

(2) Each "retired employee" and one dependent of a retired employee (including

a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.

- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section F of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 11.)

ARTICLE 7. DENTAL CARE PLAN

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 8. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 9. CAFETERIA PLAN

- A. With respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will continue to contribute into the Cafeteria Plan one of the following amounts per employee per month, minus the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) paid by the COUNTY directly to PERS on behalf of that employee:

Single: \$431.24/month
Two-Party: \$815.75/month
Family: \$999.39/month

With respect to any employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall only contribute to the Cafeteria Plan a flat amount per month for that employee equal to the "Single" tier contribution amount.

- B. On January 1, 2006, subject to the reopener discussed below in paragraph F of this Article 9, the COUNTY will increase the foregoing contribution rates by the same percentage increase (if any) in PERS Choice premium rates (for each of the three tiers) over the previous calendar year, but not to exceed a ten percent (10%) increase unless and except to the extent that the COUNTY agrees to pay any portion of such an excess increase on behalf of employees in all other affected COUNTY bargaining groups. Employees shall authorize payroll deductions into the Cafeteria Plan to cover any portion of the cost of insurance premiums or any other Plan option they may select that is not covered by the COUNTY's contribution.
- C. On January 1, 2007, subject to the reopener discussed below in paragraph F of this Article 9, the COUNTY will increase the foregoing contribution rates by the same percentage increase (if any) in PERS Choice premium rates (for each of the three tiers) over the previous calendar year, but not to exceed a ten percent (10%) increase unless and except to the extent that the COUNTY agrees to pay any portion of such an excess increase on behalf of employees in all other affected COUNTY bargaining groups. Employees shall authorize payroll deductions into the Cafeteria Plan to cover any portion of the cost of insurance premiums or any other Plan option they may select that is not covered by the COUNTY's contribution.
- D. On January 1, 2008, subject to the reopener discussed below in paragraph F of this Article 9, the COUNTY will increase the foregoing contribution rates by the same percentage increase (if any) in PERS Choice premium rates (for each of the three tiers) over the previous calendar year, but not to exceed a ten percent (10%) increase unless and except to the extent that the COUNTY agrees to pay any portion of such an excess increase on behalf of employees in all other affected COUNTY bargaining groups. Employees shall authorize payroll deductions into the Cafeteria Plan to cover any portion of the cost of insurance premiums or any other Plan option they may select that is not covered by the COUNTY's contribution.
- E. The Cafeteria Plan shall include a "cash-back" option to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws and without altering the COUNTY's obligations under the Fair Labor Standards Act (FLSA). Among other things, the Cafeteria Plan shall specify that an employee may not take cash back unless he or she can provide

written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from insurance plans offered through the Cafeteria Plan.

- F. **REOPENER:** In the event that PERS Choice premium rates for calendar years 2006, 2007, or 2008 increase by more than ten percent (10%) over the rates for the prior calendar year and the COUNTY chooses in its discretion not to pay that portion of the rate increase in excess of 10% as described above in paragraphs B, C, or D of this Article 9, then either party may request to reopen this MOU for further good-faith bargaining. Such further bargaining shall be confined monetarily to the dollar value of that portion of the rate increase in excess of 10%. COUNTY shall use its best efforts to determine and notify ASSOCIATION whether it will pay the aforementioned portion of the rate increase (if applicable) as soon as reasonably practicable after PERS publicly announces its PERS Choice premium rates for 2006, 2007, and 2008.

ARTICLE 10. 401(a) PLAN.

- A. Any covered employee hired on or after February 4, 2003, shall not be eligible to earn or receive the retirement service benefit provided by Article 11, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to February 4, 2003, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.
- B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 10 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.
- C. The 401(a) Plan implemented in this Article shall provide the following schedule of

vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

- C. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to February 4, 2003).

- A. Each retired employee who was on the COUNTY payroll prior to February 4, 2003, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 9), minus the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) per month paid by the COUNTY directly

to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.

- (2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 (\$48.40 for 2005) per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 12. VACATION ACCUMULATION

A. Accumulation/Accrual

Because covered employees work 24-hour shifts (or "days"), and 56-hour weeks, vacation accrual for covered employees shall not be as provided in Mono County Code Section 2.68.110. Instead, permanent and probationary covered employees will accrue vacation on a monthly basis at the following annual rates, based upon years of employment:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0-3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

- B. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided above in Section B of this Article 12.
- C. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.
- D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 13. SICK LEAVE

- A. Permanent covered employees will accrue 11.2 hours of sick leave each month.
- B. The COUNTY shall reimburse covered employees for accrued sick leave exceeding eight hundred (800) hours at the employee's established base rate of pay. Reimbursement shall be calculated as of November 30 of each year for the preceding 12 months and is to be paid no later than December 18 of each year.
- C. Sick leave for each covered employee shall accrue upon the employee's date of employment, but not in accordance with Mono County Code Section 2.68.100 because covered employees work 24-hour shifts (or "days"), and 56-hour weeks. Upon termination, the employee shall be compensated for accrued sick leave as follows:
 - (1) If the employee has worked for the COUNTY less than five (5) years, no amount shall be paid for accrued sick leave.
 - (2) If the employee has worked for the COUNTY more than five (5) years, but less

than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.

- (3) If the employee has worked for the COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the employee is terminated by reason of layoff, then the employee shall be paid 100% of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.

D. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

ARTICLE 14. BEREAVEMENT LEAVE

Permanent covered employees shall be allowed the same bereavement leave (and critical illness leave) applicable to other bargaining units, which is set forth in Chapter 2.68 of the Mono County Code. ASSOCIATION understands that COUNTY is now developing proposed modifications to its bereavement leave policy and agrees to meet and confer with COUNTY regarding any such proposed modifications during the term of this MOU, notwithstanding any other provision of this MOU. To the extent such proposed changes affect any term or condition of this MOU, they shall be considered as "reopeners" for negotiations between the parties.

ARTICLE 15. LONGEVITY COMPENSATION

Any covered employee, upon completion of three (3) years of County service at "E" step (or top step) of his/her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of County service at "E" step (or top step) of his/her salary range. A third and final two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of County service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 1, 2001, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service.

ARTICLE 16. SENIORITY

For the purpose of determining individual salaries and benefits, including retirement service benefits (Article 11), COUNTY will recognize all previous unbroken service in permanent (not temporary) employment status as Paramedics and EMT's with the Mammoth Lakes Fire Protection District and the County of Mono.

ARTICLE 17. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the employee carries out the other duties.
- B. The provisions of this Article are operative only when all of the following conditions occur:
- (1) Written direction has been given to the employee to assume the other duty by the Paramedic Manager or by a person so authorized by the Paramedic Manager;
 - (2) The assumption of duties entailing greater responsibility must be taken for a period of one week (i.e., 56 hours) before the provisions of the Article apply. Said initial work week shall not be included in the increased pay calculations;
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.

ARTICLE 18. RELEASE TIME

- A. The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purposes of carrying out ASSOCIATION-related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the Paramedic Manager in advance that they will be participating in ASSOCIATION matters.
- B. The COUNTY agrees that ASSOCIATION members on duty may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:
- (1) Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary;
 - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;
 - (3) The employee's absence from work will not result in the lack of minimum coverage of functions as determined by the Paramedic Manager.

ARTICLE 19. SHIFT TRADING

- A. COUNTY will allow shift trading with Department Manager approval with the

following conditions:

- (1) Limit of ninety-six (96) hours owed;
- (2) Employees will hold COUNTY harmless;
- (3) Employees must be using vacation time in reasonable proportion to vacation accrual rate.

ARTICLE 20. WORK SHIFTS; OVERTIME

Pursuant to 29 U.S.C. section 207(k) and the Department of Labor's implementing regulations, the work period for all permanent employees shall continue to be 24 days, during which time such employees may work up to 182 hours without payment of overtime. Any hours worked during that 24-day period in excess of 182 hours shall be compensated at time and one-half. During such 24-day periods, every permanent employee's regular assigned work shifts shall be two consecutive twenty-four hour shifts (48 hours) followed by 96 hours (four days) of regular time off. In other words, each employee will be assigned a total of eight (8) twenty-four hour shifts during each work period (192 hours). Consistent with the foregoing, the hours worked in excess of 182 during a work period (i.e., 10 hours for an employee working all 192 hours of the regular assigned shifts) will be compensated at time and one-half.

ARTICLE 21. WORKSITE SAFETY

A. Cold Weather Gear (Safety Equipment)

- (1) The COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety and weather protection equipment. The COUNTY shall purchase or replace the following minimum issue of such equipment for covered employees:
 - (a.) Badge (1)
 - (b.) Storm Liner Jacket (1)
 - (c.) Gortex Jacket (1)
 - (d.) Gortex Pants (1)
 - (e.) Winter Hat (1)
 - (f.) Winter Gloves (1 pair)
 - (g.) Day Pack (1)
 - (h.) Winter Boots (1 pair)
 - (i.) Winter Gaiters (1 pair)
 - (j.) Safety Glasses (1 pair)
 - (k.) Winter Goggles (1 pair)
- (2) Safety and weather protection equipment shall remain the property of the

COUNTY and shall be properly inventoried. Employees shall return assigned equipment upon termination from COUNTY employment. Safety and weather protection equipment shall be issued only to those persons required to work under conditions necessitating the importance of a particular item of such equipment. Previously-issued equipment shall be returned by the employee to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment. COUNTY will repair, or replace as necessary, standard equipment and safety equipment damaged or lost within the course and scope of employment. In addition, the COUNTY will maintain a pool of equipment to be available for the use of part-time, temporary employees on the days when they are assigned to work open shifts for the Paramedic Department. One of each of the items listed above will be made available to such employees.

B. Structural Turn Outs (Safety Equipment)

Each permanent, full-time employee will continue to be issued, at no cost to the employee, certain items as described in Chapter 5 of the NFPA 1500 Handbook. Those items will remain the property of the COUNTY. Additionally, the COUNTY will maintain a pool of such equipment to be available for the use of part-time, temporary employees on the days they are assigned to work open shifts in the Paramedic Department. Those items will specifically include one each of the following:

- (a.) Protective coat
- (b.) Protective trousers
- (c.) Protective hood
- (d.) Helmet
- (e.) Gloves
- (f.) Protective footgear

Temporary and part-time employees may use equipment that meets the same standards that has been previously issued to them due to their being a member of a recognized fire department if such use is permitted by that agency.

C. Worksite Inspection

- (1) The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant department heads and copies shall be transmitted by employees who file them to the President of the Association. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.

- (2) The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 22. UNIFORM ALLOWANCE AND REPLACEMENT

- A. Each member shall continue to receive an annual uniform allowance of \$600, of which amount \$300 is deemed to cover annual uniform acquisition and \$300 is deemed to cover annual uniform maintenance. Each new member shall upon employment receive a payment of \$300 for uniform acquisition and an additional payment for uniform maintenance based on pro-rated portion of the fiscal year remaining at that time. Should said new member not complete that remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the COUNTY may recover \$25.00 per month from the new member for each month of said fiscal year not completed. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said member's final paycheck. In addition to the foregoing, upon completion of all other requirements set forth by the COUNTY, each new temporary, part-time employee will receive a one-time-only payment in the amount of \$150.
- B. Uniform items shall be as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination as to whether the clothing is replaced or repaired shall be made by the Department Manager.
- D. All insignia and equipment issued to members shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of said member's final paycheck. Any change or addition to the existing uniform which is ordered by the COUNTY shall be at the COUNTY'S expense.

ARTICLE 23. TRAVEL TIME

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the COUNTY'S instructions. The rate of pay for such additional travel time shall be five dollars (\$5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

A. One-Day Travel Out of Town

All travel time of an employee sent out of town by the COUNTY on a special one-day

assignment shall be counted as hours worked, except any time spent traveling by the employee between his or her home and the terminal of a common carrier when such carrier is used to transport the employee. Also excluded from hours worked shall be the employee's usual meal time.

B. Overnight Travel Out of Town

If an employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days that are normally his or her days off) is counted as hours worked, except that the employee's usual meal time is not counted as hours worked.

C. Travel in the Days Work

If part of an employee's principal activities during a workday include travel, such as travel from one job site to another, such travel time must be counted as hours worked. Similarly, travel time to a meeting place for the purpose of receiving instructions, performing work, or collecting tools shall be counted as working time.

D. Use of Private Automobile on Travel Out of Town

If an employee is offered public transportation but requests permission to drive his or her own car instead, the employer may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.

E. Work Performed While Traveling

If an employee performs required work while traveling, the time involved must be counted as hours worked, except during the employee's usual meal period.

ARTICLE 24. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular work hours without any deduction in pay.

ARTICLE 25. PERS BENEFITS

- A.** All employees covered by this MOU shall continue in the PERS "2% at 50" (Local Safety Plan) retirement program, except that the COUNTY will amend its contract with CalPERS so that any covered employees who are employed by the County on January 1, 2007, and ONLY on that date, shall receive "3% at 50" retirement (taking into account their prior and future years of COUNTY service), after which date the level of benefits shall return to "2% at 50;" any covered employee who retires before January 1, 2007, or who commences employment after that date shall not be entitled by this MOU to receive "3% at 50" retirement benefits. To the extent that such a

contract amendment would automatically and ordinarily result in any sort of retirement enhancement for a former COUNTY employee who is employed by another CalPERS agency, COUNTY agrees that it will not take any affirmative steps to deprive such a former employee of that enhancement. All employees covered by this MOU shall continue to pay the employee (member) contribution for such PERS coverage and retirement benefits, and COUNTY shall continue its implementation of Internal Revenue Code section 414(H)(2).

- B. The COUNTY shall continue to provide each covered employee with PERS "Level IV" Survivor Benefits through its contract with CalPERS.

ARTICLE 26. SALARY INCREASES

- A. It is hereby agreed that effective and retroactive to January 1, 2005, each unit member shall receive a salary increase equal to six and one half percent (6.5%) of the base compensation that unit member was entitled to receive on January 1, 2005. The new salary shall continue thereafter. "Base compensation" for the salary increase effective as of January 1, 2005, means the range and step at which the member was paid on that date. The retroactive pay shall include payments for overtime previously made or owed for that year as of the date of the retroactive payment. It shall not include hazard pay or other payments of any kind or nature.
- C. Effective January 1, 2006, each unit member shall receive a salary increase equal to five and one half percent (5.5%) of the base compensation that unit member was entitled to receive on January 1, 2006. The new salary shall continue thereafter. "Base compensation" for the salary increase effective January 1, 2006, means the range and step at which the member is paid on that date.
- D. Effective January 1, 2007, each unit member shall receive a salary increase equal to five and one half percent (5.5%) of the base compensation that unit member was entitled to receive on January 1, 2007. The new salary shall continue thereafter. "Base compensation" for the salary increase effective January 1, 2007, means the range and step at which the member is paid on that date.
- E. Effective January 1, 2008, each unit member shall receive a salary increase equal to four and one half percent (4.5%) of the base compensation that unit member was entitled to receive on January 1, 2008. The new salary shall continue thereafter. "Base compensation" for the salary increase effective January 1, 2008, means the range and step at which the member is paid on that date.
- F. Retroactive compensation will be paid only to ASSOCIATION members who are employed on the date of final ASSOCIATION signature of this MOU. Retroactive compensation will not be paid to any employees who terminated employment between January 1, 2005, and the date of final ASSOCIATION signature of this MOU.

ARTICLE 27. HOLIDAY PAY

- A. Permanent employees will receive eight percent (8%) of base salary, paid monthly for holidays.**
- B. This policy will eliminate holidays from the work schedule, save and except one personal holiday (24 hours) and special COUNTY holidays which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.**

ARTICLE 28. TRAINING AND EDUCATION

The Fire/Paramedic Department will develop an annual travel, training, and continuing education plan as part of the budget process. The Department Manager will submit the plan as part of the budget indicating location, cost for course, and labor costs.

- A. Mandatory Job-related Training. For such training (e.g., Biennial Required EMS Continuing Education), each covered employee will receive compensatory time-off or overtime pay for actual hours in course completion.**
- B. Non-mandatory Additional Training. These are courses that are job-related but not a job requirement. For such training, each covered employee will receive twenty-four (24) hours of pay if the class is on a regularly-scheduled work day and the course is out of the area, or eight (8) hours pay if the class is on a regularly scheduled day off or the course is within the local area. Such training courses are discretionary and subject to COUNTY approval. Preference will be given for a training request that falls on a scheduled day off.**
- C. Educational Incentive Program. This applies to and includes courses that are not job specific. Covered employees will be entitled to the same educational incentive program offered to other bargaining units. Specifically, covered employees who wish to enroll in such courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:**
 - (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.**
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.**

- (3) Approval of the educational incentive program shall be at the written discretion of the Paramedic Manager. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Manager with the Auditor's Office.
- (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- (5) Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

ARTICLE 29. CALL-BACK AND FORCE-HIRE

A. Call Back

An employee called in to work at any time other than scheduled working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call-back exceed four (4) hours, the employee shall receive overtime credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.

B. Force-Hire

Any employee directed to work on a scheduled day off; and, any employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the time and one-half overtime rate if total hours during the appropriate timekeeping period require such overtime pay to comply with FLSA requirements. The parties intend to amend this policy in the future by means of a side agreement. The amended policy is intended to be fair, equitable, easy to understand and plan for, have accountability, and consequences. It is recognized by the parties that the current policy does not meet such standards.

ARTICLE 30. ACCUMULATION OF COMPENSATORY TIME

Employees may accumulate no more than 480 hours of compensatory time, which may be utilized with the permission of the department head or designee. On December 31st of each year, the County will compensate each employee for their compensatory time by purchasing all accrued hours above 120 hours. An EMT may request, once during their employment, to carry more than 120 hours from one calendar year to the next calendar year for the purpose of seeking their paramedic certificate.

ARTICLE 31. STATION ASSIGNMENTS

Covered employees have a vested interest in station placements and have a right to a work environment free from unlawful discrimination or harassment. Any open station assignment shall be filled by the seniority bid process. Only employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Further, COUNTY agrees to establish a process to evaluate employees on anniversary dates. If such a process is not established and implemented as to all employees, and if an evaluation of a specific employee has not been completed within twelve months, then the evaluation may not be utilized to take said employee off the seniority bid list.

Notwithstanding the above, there may be circumstances in which a covered employee's station assignment is changed as a result of circumstances outside of the County's control. Such circumstances include, but are not limited to, situations where the employee becomes unable to work at the station to which he is assigned due to conflicts with other individuals at that station. If the employee's station assignment is changed as a result of circumstances outside of the County's control, then the employee shall not be entitled to compensation for additional miles driven or for time spent commuting to the new station. Such a transfer does not constitute disciplinary action.

When a conflict between a county employee and personnel or managers of a local fire district is reported to the Paramedic Crew Chief by either party to the conflict, the Paramedic Crew Chief and the Department Head or Appointing Authority shall take steps to arrange a meeting with the Fire Chief and all parties to the conflict in order to gather information and attempt to resolve the dispute. If the Fire District agrees to such a meeting and the issues causing the conflict are resolved to the satisfaction of all involved, then no further action shall be required. The Department Head or Appointing Authority shall draft a letter to all parties memorializing the agreed-upon solution.

If the Crew Chief and/or Department Head/Appointing Authority determine that a dispute between a county employee and fire district personnel or managers (whether the subject of a meeting pursuant to the preceding paragraph or not) is the result of actions by the employee constituting cause for discipline pursuant to section 2.16.030 of the Mono County Code, then that employee may be subject to disciplinary action in accordance with all procedures set forth in the County Code and the Personnel Policies and Procedures Handbook ("the Blue Book") and shall be afforded all the rights contained therein.

Notwithstanding paragraph one above, in order to fill temporary station vacancies, the COUNTY may utilize the temporary transfer provision within the Blue Book. If a transferred employee's temporary assigned station is further driving distance from the employee's home than his or her regular assigned station, then the employee shall be compensated at the then current I.R.S. mileage rate for such additional miles driven (i.e., the round-trip distance from the regular station to the temporary station) during the period of the transfer. Note that such time spent driving to the station is not considered hours worked for purposes of the employee's assigned shift, which does not commence until after the employee reports for work at the temporary assigned station.

ARTICLE 32. JOB DESCRIPTIONS

COUNTY may modify any existing ASSOCIATION job descriptions (including job titles) as it deems necessary in order to qualify that job classification for the F.L.S.A. firefighter exemption from overtime compensation. Any modifications not related to qualifying for the F.L.S.A. exemption shall be developed mutually between the COUNTY and the ASSOCIATION. The COUNTY shall be entitled to reopen negotiations on any and all provisions of this MOU, including but not limited to provisions involving salary increases, in the event that the U.S. Department of Labor (D.O.L.) opines that the paramedics and EMTs cannot be made to qualify for the aforementioned overtime exemption through modification of their job descriptions in the manner described in the COUNTY's pending request to D.O.L. for an exemption opinion.

ARTICLE 33. LABOR CODE 4850

The COUNTY believes that upon modification of existing job descriptions to make paramedics and EMTs into "firefighters" and/or the restructuring of the Paramedic Department as a "fire department," the Paramedics and EMTs will become eligible for benefits under California Labor Code section 4850. Subject to the F.L.S.A. reopener discussed above in Article 32, the COUNTY agrees to continue treating Paramedics and EMTs as if they are currently eligible for benefits under Section 4850.

ARTICLE 34. STAFFING

The COUNTY will staff the Bridgeport paramedic unit with one crew chief and five paramedic/EMTs. The COUNTY will allocate one Fire/Paramedic Manager to administer the Department, which may be restructured as a "Fire Department" in order to better meet the F.L.S.A. "firefighter" overtime exemption.

ARTICLE 35. PROBATIONARY PERIOD

The probationary period for covered employees and other COUNTY employees is currently governed by Section 2.68.210 of the Mono County Code. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures Handbook, any probationary employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the COUNTY to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any employee to a promotion and the COUNTY reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be promoted.

ARTICLE 36. MISCELLANEOUS PROVISIONS

A. Entire Agreement

Except as provided in specific articles pertaining to future agreements between the

parties on specific issues, this MOU constitutes the entire understanding of the parties. Any special agreements which vary or modify any provisions of this MOU (including, without limitation, any modification or deviation from the standard work week, not covered by this MOU made between COUNTY officer/department head or their designee) shall be in writing, signed by the COUNTY officer/department head or their designee and the employee. A copy of the signed agreement shall be submitted to the ASSOCIATION by the COUNTY. Any representation, promises, understandings or agreements by or between the parties, or either of them, are hereby superseded and terminated in their entirety.

B. Amendments

The MOU can be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

RICK TERRELL, PRESIDENT **Date**
Paramedic Rescue Association

BYNG HUNT, CHAIR **Date**
Board of Supervisors
County of Mono

DAVE WILBRECHT **Date**
COUNTY ADMINISTRATOR

MARSHALL RUDOLPH **Date**
COUNTY COUNSEL
County of Mono